

CONSTRUCTION CONTRACT-REMODELING

ORIGINAL

1. AGREEMENT

This Construction Contract ("Contract"), is made and entered into by and between SABATELLO CONSTRUCTION OF FLORIDA, INC., a Florida corporation, whose address is [REDACTED], Palm Beach Gardens, Florida 33418, [REDACTED] ("Contractor"), and Paul and Kathleen Manafort ("Owner").

Owner's Contact Information: Home: ( ) \_\_\_\_\_ Business: ( ) \_\_\_\_\_  
 Cell (Mr.): [REDACTED] Cell (Mrs.): [REDACTED]  
 Fax: ( ) \_\_\_\_\_  
 Email (Mr.): [REDACTED]  
 Email (Mrs.): \_\_\_\_\_

Owner's Mailing Address: [REDACTED]  
 Palm Beach Gardens, FL, 33418

Subject "Property" Address: [REDACTED] Palm Beach Gardens, FL 33418

Legal Description: HANSEN - JDM PL 1 LT 76

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth in this Contract.

2. DESCRIPTION OF WORK TO BE PERFORMED

Contractor is duly licensed to the extent required by state and local law and agrees to construct certain improvements within the existing home on the Property, and to provide labor, services and/or materials necessary to construct and/or modify the improvements in substantial conformity with the scope of work set forth on attached Schedule "A" (the "Work"), as it may be amended from time to time as set forth herein.

3. CONTRACT PRICE

3.1 Contract Price. Owner agrees to pay Contractor Two Hundred Fifty-Nine Thousand, Three Hundred Dollars and 00/100 (\$259,300) ("Contract Price"), together with adjustments, if any, for change orders as described in paragraph 4.4, and for any cost increases as described in paragraph 4.7, if applicable, and/or any other applicable paragraph of this Contract, to be paid in accordance with paragraph 3.2 below.

3.2 Payment Schedule. The Contract Price shall be payable in accordance with the "Draw Schedule" attached hereto as Schedule "B". Each "Draw", and any other sums due from Owner hereunder, shall be payable within five (5) days of notification from Contractor; such notification can be verbal, via electronic mail or facsimile and will be sent approximately three (3) calendar days prior to the due date. In the event that Contractor does not receive timely payment of the Deposit, Draw, Change Order or other sum due from Owner, Contractor may immediately stop all Work on the Property until it receives payment from Owner, with interest (commencing as of the date that the delinquent sum becomes due), on all delinquent sums at the rate of ten percent (10%) per annum.

Due to scheduling, coordination and product availability, each Draw Description of Work as stated in the attached "Draw Schedule" (Schedule "B") may be partially completed and is acceptable to adjust the Draw Amount due and request a partial Draw Amount to be paid to Contractor. A partial draw may be requested by Contractor and is subject to the same terms as stated above.

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Owner's Initials

Owner's Initials

Contractor Initials

**4. PERFORMANCE OF THE WORK**

4.1 Commencement of Work and Completion Date. Contractor shall commence Work within thirty (30) days of the satisfaction of the following: (i) the Contractor is provided with exclusive access to that portion of the Property subject to the Work with all personal property and furnishings removed and water and electric utility service is available and serving the Property; (ii) Contractor has received all necessary Owner and third-party approvals, including but not limited to, approval by the applicable property owners association, if necessary, which association approval shall be the responsibility of the Owner to obtain; (iii) the building permit has been issued, which permit shall be the responsibility of the Contractor to obtain; and (iv) the notice of commencement for the Work is properly completed, executed by Owner and recorded in the Public Records of Palm Beach County, Florida by the Contractor. The "Anticipated Commencement Date" for the Work is April 15, 2012. The "Anticipated Completion Date" for the work is October 15, 2012. The Contractor will be responsible to coordinate and assist the Owner at Owner's expense in completing the items of this paragraph. The Owner agrees to complete and execute any standard forms and applications required by this paragraph.

4.2 Work and Variations. The Work will be performed in accordance with all applicable laws. The interiors, paint, carpet, tile, cabinetry, and the like included in the Work are subject to shading and gradation and may vary from samples, models and/or color charts. Owner acknowledges and expects that all exposed wood and tile are subject to variations in color, unevenness, and non-structural changes and cracks, and Contractor will not be responsible for any repair, replacement, or damages due to any of such causes. After written notification to Owner and Owner's approval, the Contractor, in its reasonable judgment, may change or substitute products, materials, equipment, fixtures and appliances used in the Work with items of substantially equal or better quality without additional cost to Owner in the event that there is a change in style, make, function, appearance, quality and/or availability of any such items.

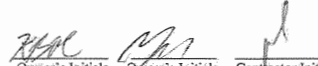
4.3 Access to Property; Interference with Work. Owner hereby grants Contractor, its agent, subcontractors and employees an exclusive license to enter the Property effective upon the execution of this Contract and continuing until the Work is completed and all contractual payments have been made, in full, to the Contractor. Due to various insurance requirements beyond Contractor's control, and for Owner's safety, during working hours while construction of the Work is ongoing, neither Owner nor Owner's agents shall occupy that portion of the Property subject to the Work or cause any personal property, including but not limited to furniture and furnishings, to be stored, located or otherwise placed within that portion of the Property subject to the Work. Owner shall not in any event interfere with the construction of the Work, or otherwise prevent, deter or hinder Contractor, its employees, agents and sub-contractors, from performing any obligation hereunder. A violation hereof shall, at the option of Contractor, constitute a default under this Contract. Owner shall not permit or proceed with any additional work by others until any and all municipalities or governmental offices have issued a Certificate of Completion for the work performed under this contract and/or approved Changes.

4.4 Selections and Changes. Owner shall make all material and color selections ("Selections") for the Work within thirty (30) days from the date Owner executes this Contract, but not later than sixty (60) days prior to the Anticipated Commencement Date. It is understood that in the event the Selections are not made within such time, may cause a delay in construction and the Anticipated Completion Date.

If any alteration or modification of the Work or extras are requested by Owner, such requests shall be authorized in the form of a written "Change Order". The Contractor will provide to the Owner written notice of change and adjustments along with the amount of adjustment to the Contract Price in a method of Change Order, including payment time schedule, that will amend the Contract Price paragraph 3.1. Contractor will not proceed with any change in Work until same has been directed by written Change Order, signed by the Owner and Contractor, specifying the adjustment, if any, in the compensation and time for performance occasioned thereby. If the Contract Price or Draw Schedule changes as a result of the Selections or a permitted Change Order, then Owner and Contractor shall agree on a new Draw Schedule. Each Change Order, if applicable, and will clarify any delay and amend the Anticipated Completion Date.

4.5 Express Limited Warranty. Contractor warrants the Work against deficiencies in the materials or their installation, except for normal swelling, expansion and contraction, for a period one (1) year from the date of the substantial completion of the Work (the "Warranty"). This Warranty does not extend to and in no event shall Contractor be responsible for: (i) damage due to or made worse by Owner neglect, misuse, abnormal use and/or improper homeowner maintenance; (ii) damage due to

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ordinary wear and tear; (iii) loss or injury caused in any way by the elements; (iv) irregularities and conditions resulting from or that are characteristic of and common to the materials used; (v) work performed by others; (vi) damage caused by defects in the work performed by others or in the existing improvements on the Property; (vii) conditions resulting from condensation on, or the expansion or contraction of materials resulting from the existing improvements on the Property; and (viii) incidental or consequential damages or personal injuries arising from a breach of this or any warranty. This Warranty is not transferable to Owner's successor in interest to the Property and terminates upon the earlier of transfer of title to the Property or on the date provided above.

4.6 Walk-Through Inspection. Upon substantial completion of the Work, and prior to making the Final Payment, Owner and Contractor shall, at a reasonable time established by Contractor and Owner, conduct a "Final Walk-Through Inspection" of the Property for the purpose of preparing a "Punch List" of those items yet to be adequately completed which shall be signed by Owner. As to those items set forth in the Punch List which are truly defects in workmanship or materials, keeping in mind the standard of construction prevalent in Palm Beach County, Florida, relative to the type and price of construction typically involved in the community where the Property is located, Contractor shall be obligated to correct such items at its expense within thirty (30) days after the Final Walk-Through Inspection (provided material and supplies are available).

4.7 Utilities and Governmental Agency. Owner shall provide, at Owner's expense, all utilities to the Property necessary to perform the Work, including without limitation, water and electric service.

Owner shall pay any and all increases in the Contract Price due to any additional work required to the Scope of Work (attached "Schedule A"), resulting, caused or required by building code or governmental agencies.

4.8 Final Payment. Once the Work is substantially complete and concurrently with the making of the Final Payment to Contractor, Contractor shall provide Owner with: (i) a final affidavit signed by Contractor stating that there are no pending payments to subcontractors and/or any other persons or companies involved in the Work, and that there are no existing pending claims or liens; and (ii) final waiver and release of lien executed by Contractor.

4.9 Insurance. Contractor shall, at its cost, carry worker's compensation and general liability insurance coverage, as required by law. Contractor will provide the Owner a Certificate of Insurance that will identify coverage for both Worker's Compensation and General Liability Insurance.

If and when applicable, the Contractor will provide for the Owner, at Owner's cost, Builder's Risk Insurance on the Property during the term of this Contract in an amount equal to the Total Price, and shall cause Owner to be listed as an additional insured. The Contractor will issue the Owner a Change Order for the actual cost of insurance for the Owner to reimburse Contractor.

The Owner at the Owner's cost, if any, will add and list the Contractor to the Owner's existing Homeowner's Insurance coverage as an Additional Insured during the term of this Contract in the amount equal to the Contract Amount. The Owner will issue a Certificate of Insurance to the Contractor.

4.10 Completion. On or before final payment, Contractor shall remove all construction waste, rubbish, materials, tools, equipment and machinery, and shall leave the area of the Property that was subject to the Work "maid clean", or its equivalent, except as otherwise specified.

4.11 Job Site. Contractor shall, during construction of the Work, keep the subject area of the Property reasonably clear of unnecessary construction debris, trash and equipment.

## 5. OWNER REPRESENTATIONS AND COVENANTS

5.1 Representations, Warranties and Covenants of Owner. Owner warrants and represents to Contractor that Owner has fee simple title to the Property, free and clear of all liens and encumbrances except for first mortgage financing, if any, and Owner shall submit proof of same to Contractor immediately upon request. Owner further warrants that Owner has legal right of access to the Property and all rights of title, including easements and licenses necessary for the Work, use and occupancy of the Property. Owner is financially able to pay Contractor the Contract Price on the due dates specified herein.

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Owner's Initials

  
Owner's Initials

  
Contractor Initials

6. DEFAULT

6.1 Default By Contractor. In the event Contractor fails to perform any of Contractor's obligations or covenants under this Contract, through no fault of Owner, and Owner is not in default, Contractor shall have thirty (30) days from the date written notice of breach is received by Contractor from Owner within which to cure such breach. If Contractor fails to cure same within thirty (30) days, or, with respect to any matter which cannot reasonably be cured within thirty (30) days, Contractor fails to commence to cure within thirty (30) days, Owner shall have the right, as its sole and exclusive remedy, to terminate this Agreement recover the Deposit and amounts paid hereunder to Contractor, less the cost of any Work performed hereunder by Contractor, in which case this Contract shall be terminated and the parties shall have no further rights or obligations hereunder.

6.2 Default By Owner. If Owner fails to perform any one or more of Owner's obligations under this Contract, then Contractor shall have the right to (i) stop all Work hereunder until Owner cures said default, pays all money due to date or (ii) terminate this Contract, in which case the Contractor shall be entitled to recover from Owner all sums it is owed for Work performed, material purchased and any deposits paid under this Contract, and upon payment of said sums the parties shall have no further rights or obligations hereunder. Until any such delinquent payment is made, Owner agrees to reimburse Contractor for any additional costs incurred because of the delay, including but not limited to, interest and carrying costs on materials and supplies for the Property.

6.3 Termination. If Work is stopped for a period of sixty (60) continuous days for any reason outside of Contractor's control, Contractor or Owner may upon seven (7) days notice to each other, terminate this Contract. Any partial Draw and Change Order(s) will be paid by Owner to Contractor for Work completed as of the date of Contract termination.

7. MISCELLANEOUS




7.1 Entire Agreement and Amendments. This Contract supersedes any and all understandings and agreements between the parties hereto whether oral or written, and this Contract represents the entire agreement between the parties hereto with respect to the subject matter hereof. No representations or inducements made prior hereto which are not included and embodied in this Contract shall be of any force and effect. This Contract may be amended, altered or modified only by a written agreement executed by the parties and attached hereto.

7.2 Governing Law and Venue. This Contract shall be construed under and interpreted according to the laws of the State of Florida, and venue with respect to any litigation arising hereunder shall be Palm Beach County, Florida.

7.3 Arbitration. In the event that any controversy or dispute arises under this Contract, either party shall have the right to compel that the controversy or dispute be settled by arbitration. In the event that arbitration is compelled under this subparagraph, such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrators shall consist of three (3) members of the American Arbitration Association, one (1) to be selected by Owner, one (1) to be selected by Contractor, and one (1) to be selected by the arbitrators selected above. The arbitrators must be familiar with residential developments in northern Palm Beach County similar in nature and style to comparable homes in the community where the Property is located. The arbitrators shall have the powers (which may be exercised by a majority of the arbitrators) set forth in the Florida Arbitration Code, and the hearing(s) shall be conducted in accordance with said Code. An award shall be entered by the arbitrators within thirty (30) days after the conclusion of the hearing hereunder, and such award shall be complied with within fifteen (15) days after a copy of such award has been delivered to the party directed to comply with such award. The arbitrators' expenses and fees, together with other expenses incurred in the conduct of the arbitration, shall be provided for in the award. It is the specific intent of the parties hereto that any application to a court under the arbitration proceedings be made to a court in Palm Beach County. In the event that the venue of any court action under the arbitration proceedings is other than Palm Beach County, this subparagraph, at the option of either party to the arbitration proceedings, shall be null and void and the arbitration proceedings shall be terminated (and the parties shall be entitled to pursue any other remedies set forth in this Contract).

7.4 Attorneys' Fees and Costs. In connection with any litigation, arbitration or dispute arising out of this Contract, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and costs at any pre-trial, trial, appellate, post-judgment, collection, bankruptcy and arbitration proceeding whether or not suit is brought.

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7.5 Delinquent Payment. If Owner is delinquent in the payment of any sums due under this Contract, including without limitation the Deposit or any Draw, and Contractor has not elected to hold Owner in default under this Contract, then Owner shall pay to Contractor interest (commencing as of the date that the delinquent sum becomes due) on all delinquent sums at the highest rate allowed under applicable law.

7.6 Notices. All notices and other communications required or permitted to be given under or in connection with this Contract shall be in writing, and shall be deemed given to Owner when hand delivered to Owner (which includes but is not limited to delivery by courier or FedEx) or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Owner at Owner's mailing address (as set forth on page 1 of this Contract), and shall be deemed given to Contractor when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Contractor at its address set forth on page one of this Contract, or to such other address as either Contractor or Owner shall designate by notice in accordance with this subparagraph.

7.7 Waiver. Contractor's waiver of any condition or provision of this Contract shall not be construed as a waiver of any other application of that same condition or provision, nor as a waiver of any other condition or provision herein.

7.8 Interpretation. This Contract shall not be more strictly construed against one party, than against the other by virtue of the fact that it may have been physically prepared by one party or by its attorneys, both parties (and their respective attorneys, where applicable) having participated in the negotiation of this Contract.

7.9 Time of Essence. Time is of the essence in the making of payments hereunder.

7.10 Successors and Assigns. This Contract shall not be assigned by Owner without Contractor's prior written approval, which approval may be withheld for any or no reason, and any attempt to assign this Contract without such written approval shall be null and void.

7.11 Partial Invalidity. In the event any term or provision of this Contract is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning, or be construed as deleted as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.

7.12 Disclosures.

A. The express limited warranty contained in this contract is the exclusive remedy for all defects in lieu of all other remedies whether express, implied or statutory, including without limitation, warranties with respect to fitness, merchantability, habitability, workmanship or workmanlike manner, construction or physical condition of the Work, or any Appurtenances sold pursuant to this Contract. Upon Final Payment, Contractor shall deliver to Owner all manufacturers' warranties covering the consumer products (if any) to be conveyed to Owner hereunder, provided, however, that CONTRACTOR SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT ADOPT ANY SUCH MANUFACTURER'S WARRANTY THEREOF.

B. CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

C. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING

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A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA 32399-1039  
(850) 487-1395

D. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. CONTRACTOR SHALL HAVE A LIEN ON THE PROPERTY FOR ALL SUMS DUE HEREUNDER.

E. Mold, spores and/or other microscopic organisms exist in the ambient air and thrive in South Florida. When used herein, "mold" shall mean the subset of organisms of the fungi family, including but not limited to, aspergillus, penicillium and stachybotrys, which may produce mycotoxins, and the term "mold" shall also include any molds which are currently considered "toxic" and any molds which are not currently considered "toxic" (but may be considered "toxic" in the future). Mold may cause physical injuries, allergic reactions and/or respiratory reactions in a healthy person and in particular to persons with immune system problems, young children and/or elderly persons.

Although there is no way to prevent mold from being present in a home, Owners must take steps to control the presence of mold on your Property and in your Home. Specifically, you must: (i) have your HVAC system professionally cleaned and maintained regularly; (ii) maintain the temperature within the Home between 68° and 74° degrees Fahrenheit during the winter and 73° and 79° degrees Fahrenheit during the summer and the relative humidity within the Home between 30 and 55 percent humidity at all times, even when you are not in the Home; (iii) inspect the Home regularly for the presence of mold or any conditions that can be expected to give rise to mold (e.g., instances of water intrusion, water leaks, water damage, mold growth, repeated complaints of respiratory ailment or eye irritation); and (iv) cause any mold and mold conditions found to be promptly repaired and remediated by a licensed and qualified professional pursuant to industry standards. A mold outbreak is likely to occur after a water leak or after the floor, ceiling, walls or flooring of your Home get wet or humid. Any areas damaged by water or excessive humidity must be properly remediated, and the source of the water intrusion or excess humidity must be properly repaired. The Contractor's Work does not include the remediation of any mold found in the Home during the performance of the Work, and the Contractor's Warranty does not cover damage or injury to the Property or its contents or persons resulting from mold and caused by conditions, work and/or materials not caused by or performed by the Contractor during the Work, and in no event shall Contractor be liable for any damage or injury suffered to the Property, its contents or persons caused by mold resulting from conditions, work and/or materials not caused by or performed by the Contractor during the Work. Owner acknowledges and agrees to accept full responsibility for mold currently in the Home and to hold harmless, release and indemnify Contractor, its employees, agents, officers and successors from any and all liability relating to mold on or in the Property. The provisions of Chapter 558, Florida Statutes, and the arbitration provisions of the Contract shall apply to all matters relating to mold including, but not limited to, any claims relating to personal injury.

7.13 Force Majeure. Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delay or default in performing hereunder (except for the payment of money) if such delay or default is caused by conditions beyond its control including, but not limited to labor strikes (whether lawful or not), fire, hurricanes, adverse weather conditions, unavoidable casualties, Acts of God, vandalism, terrorism, civil unrest, moratoriums and the like, including inability to obtain labor and materials resulting from the acts listed above. Owner shall be responsible for any cost overrun as a result of such excused delay. The Contractor will provide written documentation which is to outline the details associated with this paragraph.

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7.14 Time for Acceptance. If this Contract is not executed by Contractor and Owner on or before February 15, 2012 this Contract shall be null and void. The date of this Contract, for purposes of performance, shall be regarded as the date when the last one of Contractor and Owner has signed this Contract.

The parties have executed this Contract on the dates set forth under their respective signatures.

**OWNER:**

(1) \_\_\_\_\_ Date \_\_\_\_\_  
Paul Manafort

(2) Kathleen Manafort \_\_\_\_\_ Date 2-4-12  
Kathleen Manafort

**CONTRACTOR:**

SABATELLO CONSTRUCTION OF FLORIDA, INC., a Florida corporation  
Florida License No. QB24024, Cert. No. CGC012501

\_\_\_\_\_ Date February 4, 2012  
Paul T. Sabatello, Vice President

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sabatello construction of florida, inc.

**Schedule "A"**

for  
**Paul and Kathy Manafort**  
 [REDACTED]  
 Palm Beach Gardens, FL 33418  
 February 4, 2012

**FEATURES INCLUDED IN CONTACT**

**A. GENERAL:**

1. Building Permit fees.
2. Architecture and Structural Engineer design fees.
3. Soil borings.
4. Survey.
5. Dust minimization protocols in all finished areas adjacent to construction.
6. Protection of flooring and walls approaching the Work area and within the Work area.
7. Redesign Master Bathroom as per attached Architectural Sketch dated 1/5/12, Sheet A-2.
8. Addition to Guest House as per attached Architectural Sketch dated 1/5/12, Sheet A-1.
9. See attached cabinet drawings for each area, 4 pages.

**B. MASTER BATHROOM:**

**GENERAL:**

1. Remove and dispose existing marble bathroom floor, tub deck, tub face, vanity, vanity top and water closet.
2. No work to existing Master shower.
3. Remove and dispose existing wallpaper, skim walls prepare for painting and paint.
4. Remove walls and door surrounding the existing water closet.
5. Create 42" high knee wall surrounding water closet and bidet. Keep existing full height wall behind bath entry door for towel bars.
6. Remove and dispose existing Roman tub.
7. Install embedded plywood backing on water closet walls for future grab bars at water closet.
8. Paint walls and ceiling with two (2) coats low VOC flat latex paint by Pittsburgh Paints or equal.
9. Paint interior trim and doors with oil base satin enamel by Pittsburgh Paints or equal.
10. Painted wood baseboards in Master Bathroom to match existing.

**PLUMBING:**

1. Replace roman tub with DJ Elite Jet System Model R7238V.
2. Remove and dispose existing tub plumbing valves and trim.
3. Supply and install new bidet rough plumbing.
4. Supply and install the following new plumbing trims: (all trim finished in Brushed Nickel)
  - Add two (2) new Kohler Revival # K16102-4A-BN lavatory faucets
  - Add one (1) new Kohler Revival # K16132-4A-BN bidet faucet
  - Add one (1) new Kohler Revival Roman Tub Filler, Kohler KT16119-4A-BN
5. Supply and install two (2) Kohler Caxton K2210 undercounter sinks.
6. Supply and install new Kohler One Piece Comfort Height Model # K3466-0 water closet.
7. Supply and install new Kohler Model # K4854-0 Bidet.

**STONE, CABINETS and COUNTERTOPS:**

1. Supply and install Emperador Light polished marble, 12" x 12", on bath floor. Square lay on floor.
2. Supply and install Emperador Light tumbled marble, 4" x 4", on Roman tub face, tub splash and knee wall adjacent to Roman tub.
3. Supply and install furniture style stained wood cabinet, Executive Level 3, 36" height, with two (2) stacks of four (4) drawers, one (1) center door and pullouts in cabinets.
4. Supply and install Emperador Light slab marble countertop, with 1-1/2" full bullnose edge and 4" backsplash.
5. Supply and install Emperador Light slab marble tub deck and knee wall/ window sill, with 1-1/2" full bullnose edge and no backsplash.
6. Supply and install Emperador Light slab window sill at water closet window sill.
7. Supply and install wood framed mirror by vanity width. Trim to match cabinetry finish.

*RBW/AM*

*h*



BATH ACCESSORIES:

1. Add the following bath accessories in Brushed Nickel to match Kohler Revival faucets:
  - Add two (2) - 24" towel bars on wall behind bath entry door. (K16150)
  - Add two (2) - 18" towel bars to finished end of vanity cabinet, one (1) on each end. (K16148)
  - Add robe hook adjacent to shower. (K16146)
  - Add paper holder adjacent to water closet. (K16141)
  - Add towel ring adjacent to bidet. (K16140)
2. Add 1X/5X magnification wall mounted lighted makeup mirror to wall to right of vanity. (J53O1)
3. Add salon style metal wall mounted holster for blow dryer to left side of vanity on wall adjacent to electric outlet and to vanity cabinet. Keep lower than counter top surface.
4. Add two (2) medicine cabinets, approximate size 14" X 28", concealed behind Owners provided art on piano hinge.

ELECTRICAL:

1. Change all existing recessed light fixtures in bath to low voltage mini recessed fixtures as follows: (total thirteen (13))
  - Two (2) above sink, two (2) in center of vanity, to total of six (6) on three (3) separate switches (two (2) lights on each switch).
  - One (1) above existing tub, to two (2) on separate switches.
  - Add two (2) to vanity floor area.
  - Add three (3) over water closet and bidet.
2. Add path light low on wall entering bathroom.
3. Delete and eliminate existing wall sconces and cap off wiring.
4. Remove and replace the existing exhaust fan in water closet room.
5. Replace exhaust fan with quiet Panasonic exhaust fan.
6. Add electric outlet adjacent to left and right side of vanity on wall adjacent to vanity cabinet. Keep lower than counter top surface.

C. NEW ADDITION TO GUEST HOUSE:GENERAL:

1. Remove existing wood deck to the north of the existing Guest House.
2. Remove existing landscaping between wood deck and existing Main House.
3. Refurbishment of all landscape, sod and irrigation damaged by construction activities.

EXTERIOR:

1. New Addition to be CBS construction. Stucco exterior to match existing texture.
2. Cement tile roof to match existing as closely as possible. Due to age, color, hue and shape may vary from existing.
3. Paint exterior of new and existing Guest House with two (2) coats of masonry flat latex to match existing Main House.
4. Fascia to match the existing Guest House.
5. Perimeter gutters on new Guest House piped away from building with 4" corrugated underground drainage pipe.
6. Landscape, sod and irrigation for newly re-designed landscape plan at new Guest House. Allowance: \$5,000
7. New Entry door to be White aluminum PGT, Series 750 French Door with Impact Resistant gray tinted glass.
8. All new windows to be white aluminum, manufactured by PGT, Series 740 casement.
9. New shower to have impact rated glass block opening 2'-8" x 3'-4" on West wall of new shower.
10. Exterior entry of new Guest House to be mud set shellstone similar to Main Home entry. Material Allowance: \$8.00/sf
11. Reconfigure driveway brick and planting areas to accommodate new configuration.

RC-8B

Owner's Initials

Owner's Initials

Contractor Initials

INTERIOR OF NEW GUEST HOUSE:

1. Entry Hall and new Bedroom flooring to be ceramic tile, Level 4.
2. Supply and Install Morning Bar, Executive Level 3 to have the following:
  - Furniture style cabinetry
  - Upper cabinets
  - Two (2) glass doors and low voltage accent lighting in finished cabinet interiors
  - One (1) stack of drawers
  - Two (2) lower cabinet pullouts
  - Under cabinet Refrigerator Drawers by Subzero
  - Built-in Microwave, GE Model PEM 31SMSS with trim kit
3. Supply and install new slab granite morning bar top with 1-1/2" full bullnose edge and 4" splash, Level 4.
4. Supply and install furniture style stained wood vanity cabinet, Executive Level 3, 36" height, with one (1) stack of three (3) drawers.
5. Supply and install new slab granite vanity top with 1-1/2" full bullnose edge and 4" splash, Level 4.
6. Supply and install wood framed mirror by vanity width. Trim to match cabinetry finish.
7. Supply and install ceramic tile bath floor, shower floor and shower walls to ceiling, Level 4.
8. Supply and install decorative listello detail in walls of shower. Labor and Material Allowance: \$ 650
9. Supply and install new semi frameless bi-pass shower enclosure with 1/4" thick clear glass.
10. Masonry tiled seat in shower.
11. R-4.2 Alfoil wall insulation on exterior masonry walls, R-30 fiberglass batt insulation in ceiling.
12. Insulate new frame interior wall between new Bedroom and new Entry Hall with fiberglass batt insulation.
13. Infill existing glass block in shower.
14. Add new impact rated glass block opening 2'-8" x 3'-4" on West wall of existing shower.
15. Drywall finished with texture walls and ceiling to match the existing Guest House.
16. Interior trim and doors to match existing Guest House as closely as possible.
17. Paint walls and ceiling with two (2) coats of low VOC flat latex paint by Pittsburgh Paints or equal.
18. Paint interior trim and doors with oil base satin enamel by Pittsburgh Paints or equal.

PLUMBING IN NEW GUEST HOUSE:

1. Under counter mount porcelain sink by Kohler Model # K5848, with Kohler bar faucet Model # K690, Brushed Nickel finish.
2. Supply and Install the following new bathroom plumbing: (all trim finished in Brushed Nickel)
  - Add one (1) new Kohler Revival # K16102-4A-BN lavatory faucet
  - Add one (1) new Kohler Revival Shower valve, head and trim, Kohler KT16116-4-BN
3. Supply and install one (1) Kohler Caxton K2210 under counter sink.
4. Supply and Install new Kohler One Piece Comfort Height Model # K3466-0, water closet.
5. Relocate one (1) existing hose bib to West side of new Guest House.
6. Add one (1) new hose bib to North side of new Guest House.
7. Bath Accessories to match faucets

ELECTRICAL + HVAC IN NEW GUEST HOUSE:

1. Low voltage accent lights in glass upper cabinets of morning bar.
2. Halogen under counter task lighting at morning bar.
3. Four (4) mini low voltage recessed fixtures in Entry Hall of new Guest House.
4. One (1) low path light in wall of Entry Hall on separate switch.
5. Two (2) incandescent recessed lights in ceiling of exterior entry of Guest House.
6. One (1) exterior GFI at entry of new Guest House.
7. Four (4) mini low voltage recessed fixtures in new Bedroom of new Guest House.
8. Four (4) electrical outlets in new Bedroom.
9. One (1) catv and one (1) Cat 5 phone outlet in new Bedroom.
10. New Panasonic bath exhaust fan.
11. Smoke detectors.
12. New split A/C system in Guest House, 17.0 SEER, Carrier system. Tonnage to be calculated. New system to replace existing air handling unit and compressor. New system to service existing Guest House and new areas. Existing ductwork to remain. New ductwork, supplies and returns for new area.

RC-8C

Owner's Initials

Owner's Initials

Contractor Initials

**D. EXISTING GUEST HOUSE:****INTERIOR OF EXISTING GUEST HOUSE GENERAL:**

1. Remove existing wallpaper and prepare walls for painting and paint.
2. Remove existing North facing French door and replace with pair of 2680 interior doors.
3. Existing floor tile to remain as is.

**EXISTING GUEST HOUSE BATHROOM:**

1. Remove and dispose existing ceramic tile bathroom floor, shower floor, shower walls, vanity, mirror and vanity top.
2. Existing medicine cabinet to remain.
3. Existing water closet to be removed and reset.
4. Supply and install furniture style stained wood cabinet, Executive Level 3, 36" height, with one (1) stack of three (3) drawers.
5. Supply and install new slab granite vanity top with 1-1/2" full bullnose edge and 4" splash, Level 4.
6. Supply and install wood framed mirror by vanity width. Trim to match cabinetry finish.
7. Supply and install ceramic tile bath floor, shower floor and shower walls to ceiling, Level 4.
8. Supply and install decorative listello detail in walls of shower. Labor and Material Allowance: \$650
9. Supply and install new semi frameless bi-pass shower enclosure with 1/4" thick clear glass.
10. Masonry tiled seat in shower.

**PLUMBING IN EXISTING GUEST HOUSE:**

1. Supply and Install the following existing bathroom plumbing: (all trim finished in Brushed Nickel)
  - Add one (1) new Kohler Revival # K16102-4A-BN lavatory faucet
  - Add one (1) new Kohler Revival Shower valve, head and trim, Kohler KT16116-4-BN
2. Supply and install one (1) Kohler Caxton K2210 under counter sink.
3. Existing water closet to be removed and reset.
4. Bath Accessories to match faucets.

**E. EXTERIOR FRONT ENTRY OF EXISTING MAIN HOME:**

1. Remove existing foam simulated pecky cypress trim at top of columns and replace with cast stone decorative moldings. Allowance: \$2,500, (labor, material and installation)

**F. NOT INCLUDED IN THIS SCOPE OF WORK:**

1. Mitigation of any unsuitable subsurface soil conditions.
2. Changes to electrical, plumbing, mechanical, fire/smoke detectors, low voltage systems that may be imposed by local building department
3. Mold Remediation
4. Builder's Risk Insurance
5. POA/HOA Application fees and deposits

RC-8D


  
Owner's Initials    Owner's Initials    Contractor Initials

Schedule "B"

Draw Schedule

Description of Work			
Deposit	20%	Due at Signing of Contract	\$51,860
Draw #1	10%	Upon completion of Bathroom Demolition and Tile Removal	\$25,930
Draw #2	10%	Upon Pouring of footings for new addition	\$25,930
Draw #3	10%	Upon Installation Roof Trusses	\$25,930
Draw #4	20%	Upon Completion of Electrical, Plumbing and A/C rough	\$51,860
Draw #5	10%	Upon Installation Bath tile	\$25,930
Draw #6	10%	Upon Installation of Bath Cabinets	\$25,930
Draw #7	10%	Upon Completion of Balance of Scope of Work	\$25,930
TOTALS	100%		\$259,300

The Owner understands and agrees of the following pertaining to the Draw Schedule above:

1. Pre-paid deposits and advancements may be necessary due to ordering, scheduling or requirements by Vendors and Suppliers. Any advanced payments of the Draw Schedule will be adjusted accordingly.
2. The Draws as outlined above, may vary or be altered in the order due to scheduling. If the work has been performed and completed for each draw, then the draw is due and payable, regardless of order identified above.
3. The Draw Description of Work to be completed may be partially completed and is acceptable to adjust the Draw Amount due and request a partial Draw Amount to be paid to Contractor. A partial draw may be requested by Contractor and is subject to the same terms as stated above in paragraph 3.2.

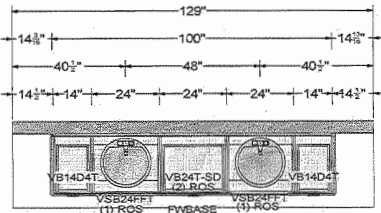
RC-9

Owner's Initials    Owner's Initials    Contractor Initials

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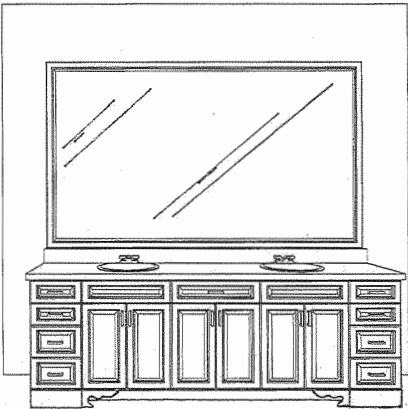


MASTER BATH

CABINETS: GEORGETOWN RP  
DOORS AND DRAWERS  
MAPLE PAINT W/ BRUSHED GLZ  
WOODGRAIN MEL INT  
SOFT CLOSE DOORS & DRAWERS  
MIRROR MOLDING

TOPS:

HARDWARE:



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

2020  
SABA MANAFORT

Designed: 1/9/2012  
Printed: 1/13/2012

SABA MANAFORT MASTER BATH

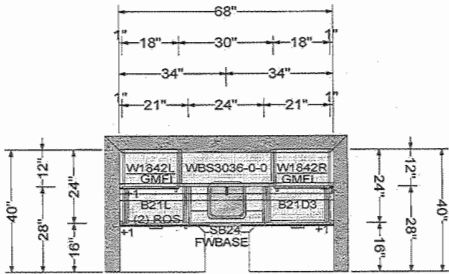
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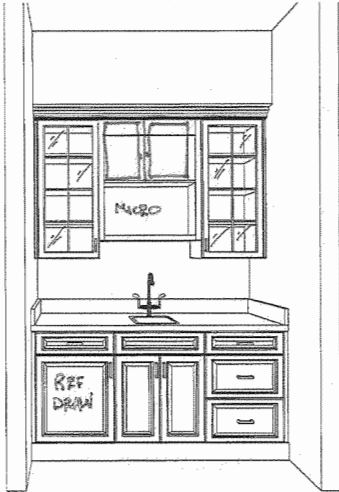
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CABINETS: MORNING BAR  
TOPS: HARDWARE:



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

2020 TECHNOLOGIES

Designed: 1/9/2012  
Printed: 1/16/2012

SABA MANAFORT MORNING BAR

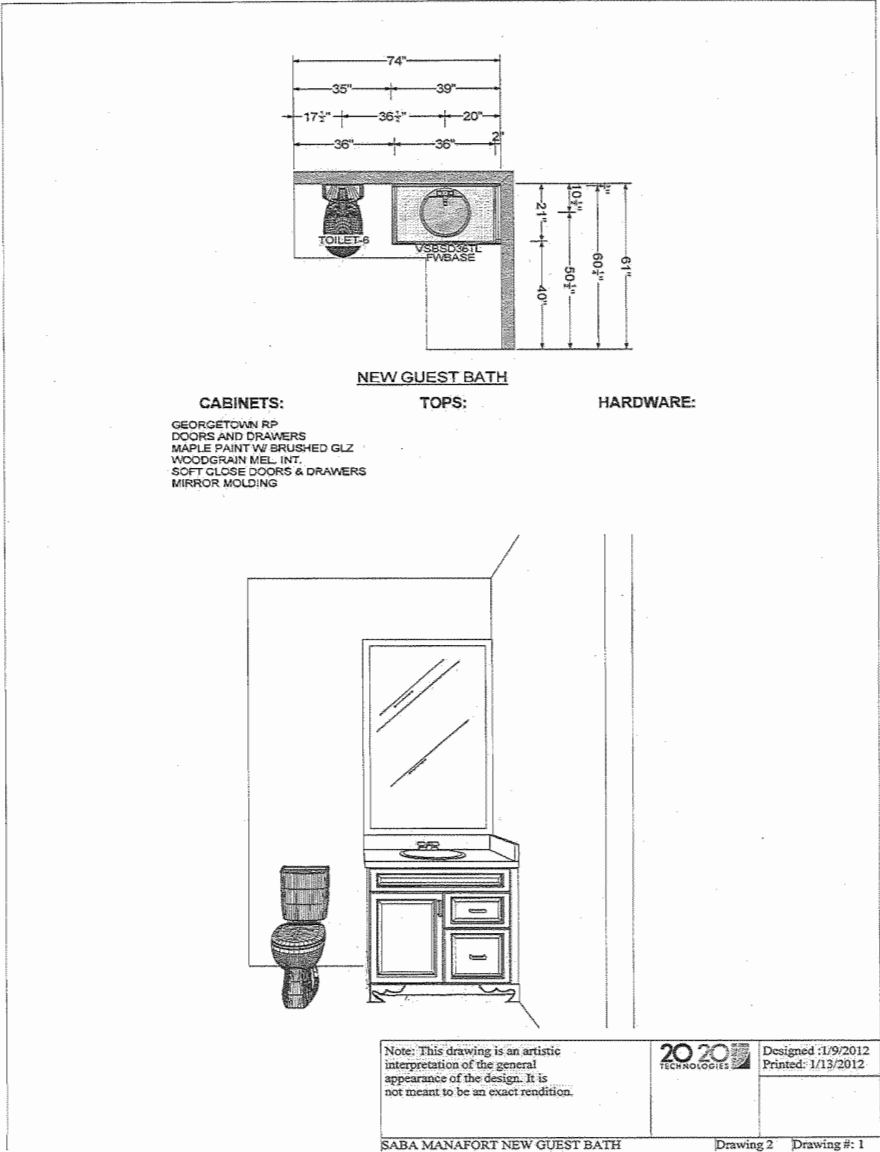
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RBR/PPA

pl

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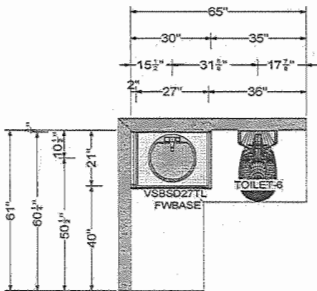
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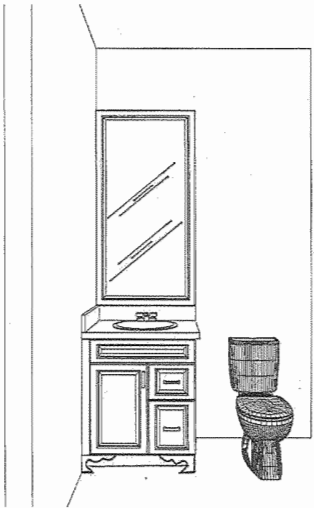


GUEST BATH

**CABINETS:** GEORGETOWN RP  
DOORS AND DRAWERS  
MAPLE PAINT W/ BRUSHED GLZ  
WOODGRAIN MEL. INT.  
SOFT CLOSE DOORS & DRAWERS  
MIRROR MOLDING

**TOPS:**

**HARDWARE:**



Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.



Designed: 1/9/2012  
Printed: 1/13/2012

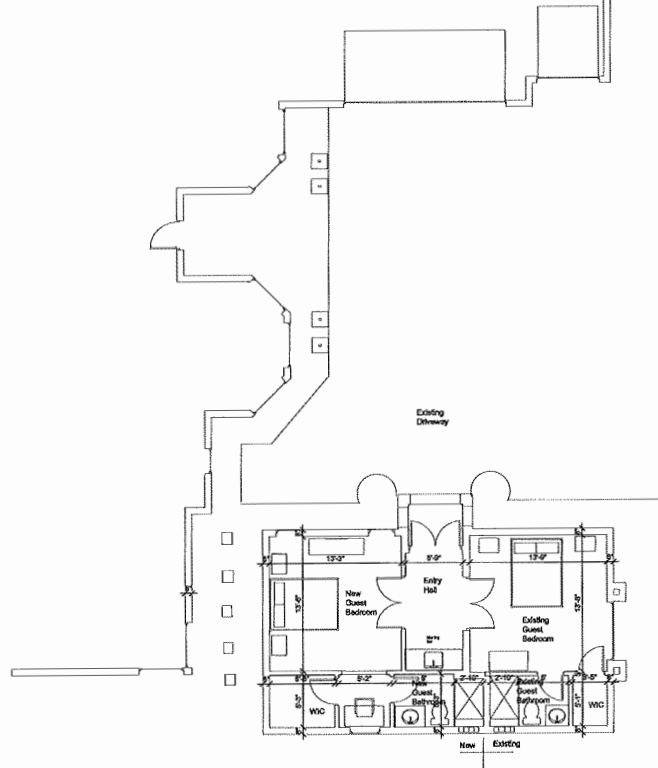
SABA MANAFORT GUEST BATH


Drawing 1 Drawing #: 1

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*Handwritten initials*







**sabatello construction of florida, inc.**  
 1800 South Orange Ave., Suite 100  
 Plant City, Florida 33518  
 Phone: (813) 850-1111  
 Fax: (813) 850-1112

DATE: \_\_\_\_\_

REVISION: \_\_\_\_\_

DATE: \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Client:** \_\_\_\_\_

**Architect:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_

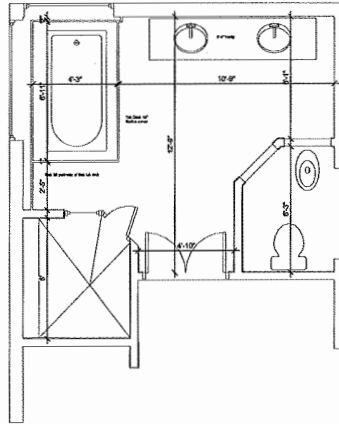
**Inspector:** \_\_\_\_\_

**Drawn By:** \_\_\_\_\_


**Checked By:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_

A-1



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**sabatello construction of florida, inc.**  
Public Beach Gardens, FL 33418  
 Phone: [REDACTED]  
 Fax: [REDACTED]

No.	Revision/Issue	Date

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**Project Name and Address**

**Manafort**  
10000 Highway 10

**Client**

**Mr. + Mrs. Manafort**

**Drawn By**

**Master Bathroom 1**

**Scale**

1/8" = 1' - 0"

**Date**

1/8/13

**Drawn By**

**Scale**

**A-2**